

BROOKFIELD INFRASTRUCTURE L.P.

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

THIS AMENDMENT (the “**Amendment**”) to the Amended and Restated Limited Partnership Agreement dated as of February 16, 2018 (the “**Agreement**”) of Brookfield Infrastructure L.P. (the “**Partnership**”) is made as of the 12th day of September, 2018, by the undersigned. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, on March 12, 2015, the limited partnership agreement of the Partnership was amended to allow for preferred limited partnership interests in the Partnership and to create the Class A Limited Partnership Units;

AND WHEREAS, the General Partner desires to amend the Agreement to create additional series of Class A Limited Partnership Units having the rights and restrictions set out in Parts XII and XIII of Schedule A to this Amendment;

AND WHEREAS, pursuant to Section 18.1 of the Agreement, subject to compliance with the requirements of the Limited Partnership Act and the Exempted Partnerships Act, the General Partner (pursuant to its power of attorney from the Limited Partners), without the approval of any Limited Partner, may amend any provision of the Agreement to reflect certain changes, including, as provided for in Section 18.1.6 of the Agreement, an amendment that the Managing General Partner determines in its sole discretion to be necessary or appropriate for the creation, authorization or issuance of any class or series of Partnership Interests;

AND WHEREAS, the Managing General Partner desires to amend the Agreement as set out herein;

NOW THEREFORE,

1. Section 1.1.3 is hereby deleted in its entirety and replaced with the following:

“**Agreement**” means this Amended and Restated Limited Partnership Agreement of the Partnership, as amended by the First Amendment to the Amended and Restated Limited Partnership Agreement of the Partnership dated as of September 12, 2018;

2. Schedule A of the Agreement is hereby amended by adding Parts XII and XIII of Schedule A to this Amendment as Parts XII and XIII of Schedule A of the Agreement.
3. This amendment shall be effective upon the date first written above.
4. This amendment shall be governed by and construed in accordance with the laws of Bermuda.
5. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be construed together as one agreement.

IN WITNESS WHEREOF, the Managing General Partner has executed this Amendment as of the date first above written.

**MANAGING GENERAL PARTNER:
BROOKFIELD INFRASTRUCTURE
PARTNERS L.P., by its general partner,
BROOKFIELD INFRASTRUCTURE
PARTNERS LIMITED**

By:



Name: Jane Sheere

Title: Secretary